

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE STATE OF ARIZONA**  
**AND**  
**NAVAJO COUNTY, ARIZONA**

THIS AGREEMENT is entered into JUNE 26, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and NAVAJO  
COUNTY, ARIZONA, acting by and through its Board of Supervisors  
(the "County").

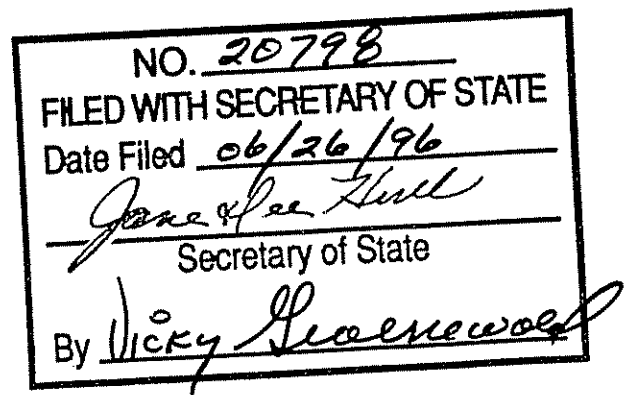
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the construction of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the elimination  
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been  
selected by the County; the field survey of the project has been  
completed; and the plans, estimates and specifications have been  
prepared and, as required, submitted to the Federal Highway  
Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: AC Overlay.

|  |               |
|--|---------------|
| Estimated Project Cost (incl. 15% CE cost) | \$ 422,478.00 |
| Federal Funds @ 94.3%                      | \$ 398,397.00 |
| County Funds @ 5.7%                        | \$ 24,081.00  |

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the County. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur any expenditure in excess.

2. Prior to the solicitation of bids, the County shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

6. Upon completion of construction, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The County shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the County shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

Navajo County  
County Manager  
PO Box 668  
Holbrook, AZ 86025

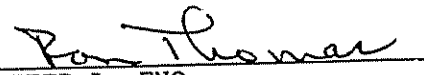
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


NAVAJO COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
ERIC D. LEE, Chairman  
Board of Supervisors

By   
PETER L. ENO  
Contract Administrator


ATTEST:

By   
JUDY JONES  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 23rd day of May 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Navajo County for the purpose of defining responsibilities for the design, construction and maintenance of roadway improvements to Porter Mountain Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

District I  
**PERCY DEAL**  
P.O. Box 365  
Oraibi, AZ 86039  
Phone 524-4053

District II  
**JESSE THOMPSON**  
P.O. Box 504  
Kykotsmovi, AZ 86039  
Phone 657-3451

District III  
**MARLIN F. GILLESPIE**  
216 Encanto Drive  
Holbrook, AZ 86025  
Phone 524-3041

District IV  
**PETE SHUMWAY**  
P.O. Box 161  
Taylor, AZ 85939  
Phone 536-4060

District V  
**LARRY A. LAYTON**  
HC 62 Box 46188  
Pinetop, AZ 85935  
Phone 369-0712

## NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex - NC #18  
P.O. Box 668 - 100 E. Carter Drive  
Holbrook, AZ 86025  
PHONE (520) 524-4053 FAX (520) 524-4239

**EDWARD J. KOURY**  
County Manager

**JUDY JONES**  
Clerk of the Board

### RESOLUTION NO. 2796

#### RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING THE CHAIRMAN TO SIGN THE INTERGOVERNMENTAL AGREEMENT JPA 96-56 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PORTER MOUNTAIN ROAD PROJECT STP-NNA-0(9)P

WHEREAS the Arizona Department of Transportation (ADOT) is empowered to seek funds for highway construction, from the Federal Highway Administration, on behalf of Navajo County; and

WHEREAS Navajo County has prepared and submitted plans, specifications, schedules etc. to ADOT for Porter Mountain Road Project, STP-NNA-0(9)P, roadway overlay of asphalt, concrete, which will improve roadway strength and structural integrity; and

WHEREAS Navajo County Board of Supervisors is prepared to pay its pro-rata share of the estimated project cost plus a 5% surcharge of the estimated project cost to ADOT for project management, etc. for a total amount of \$24,081.00, in order that the project can be kept on schedule, now

THEREFORE, BE IT RESOLVED, that the Navajo County Board of Supervisors is empowered by ARS §11-251 to enter into Agreement JPA 96-56 with the State of Arizona for Porter Mountain Road Project STP-NNA-0(9)P, Roadway Overlay and authorizes the Chairman to sign said agreement.

**PASSED AND ADOPTED**, this 17th day of June, 1996, by the Board of Supervisors of Navajo County, Arizona.

Attest:

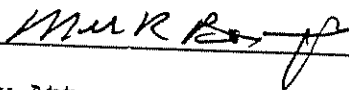
  
Judy Jones, Clerk of the Board

  
Percy Deal, Chairman  
Navajo County Board of Supervisors

APPROVAL OF THE NAVAJO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and NAVAJO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 17<sup>th</sup> day of June, 1996.

  
County Attorney



TRN Main: 542-1680  
Direct: 542-8837  
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025  
TELECOPIER: 542-4085

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1021-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of June, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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